



# Restaurants, Pubs & Licensed Premises Policy Summary

## keyfacts®

This is a policy summary of the significant features, benefits and limitations of the cover provided by Argus Insurance Restaurants, Pubs & Licenced Permises Protector Policy. For full details of the cover including complete terms, conditions and exclusions please refer to the policy booklet. Argus Insurance Company (Europe) Limited has used many years experience of taking other people's risks to design a special package for - RESTAURANT, PUBS AND LICENSED PREMISES POLICY. The standard cover is a package of essential insurances that we believe are necessary for the majority of establishments.

We also realise that no two businesses are the same so to enable you to "tailor" the policy to your individual requirements you can add Supplementary cover to the Standard Cover.

## STANDARD COVER

### DEFINITION OF CONTENTS

The property of the insured or for which the insured is responsible for; Stock-in-trade, consumable stores, furniture, furnishings, fittings, utensils, printed Books, unused stationary, machinery and equipment. Documents and business books, including computer systems Directors' Partners' and employees' effects.

### SECTION 1 CONTENTS

Loss or damage of or to the contents while contained in a building within the premises or for an amount exceeding 15% of the total contents sum insured while temporarily removed and contained in other buildings elsewhere within the Geographical Limits.

#### We will provide cover when loss or damage is caused by:

- Fire, lightening, explosion, earthquake
- Aircraft and other aerial devices
- Riot and Civil Commotion
- Malicious Damage
- Storm and Flood
- Bursting, Overflowing and leakage tanks or pipes
- Impact by road vehicles
- Theft
- Falling trees or Falling Rocks

### LIMIT OF LIABILITY

The liability of the insurer in any one period shall not exceed the sum stated in the schedule. Certain extensions however are provided in circumstances such as;

- Seasonal Increase by 25%
- Automatic Reinstate with in 30 days
- Trace and Access for water escape, Limit £500
- Damage to the premises by theft; limit 10% of the total sums insured
- Replacement locks, limit £500
- Underground services, water drains, Limit £1,000
- Debris Removal
- Temporary Removal –Transit Limit 15%

#### We will not provide cover for:

- The first £250 of any amount payable
- Specifically insured property
- Hired property
- Machine Contents, gaming or amusement
- Consequential loss or damage

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- Household goods
- Stock in Basement or Ground Floor Storerooms.

#### REINSTATEMENT AS NEW

In the event of damage to property other than stock the amount payable will be based on the cost of reinstatement at the time of the damage without deduction for wear and tear or depreciation.

#### INFLATION CLAUSE

Each item forming part of the total sums insured will be increased at monthly intervals from inception or renewal date by 5% of the total contents sum insured

#### GLASS

##### We will provide glass cover for:

- Breakage of all fixed glass including the cost of temporary boarding up where necessary
- Mirrors lavatory pans washbasins, cisterns and other sanitary ware
- The expense or removal and reinstatement of obstructions to the replacement of glass
- Damage to lettering and alarm foil
- Signs on the insured's premises
- Window contents, window frames and framework

#### LIMIT OF INDEMNITY

The liability of the Insurer shall not exceed the replacement value of the glass stated in the schedule

##### We will not provide cover for:

- The first £250 of each and every claim
- Interruption or Damage after breakage during the time intervening between the occurrence and the replacement
- Cracked panes which were cracked prior to inception
- Disfiguration or Damage other than fracture extending through the thickness of the glass
- Damage originating inside the premises to window contents or frames and framework
- Damage to transformers, time switches or signs
- Property forming part of Stock in Trade

#### SECTION 2 BUSINESS INTERRUPTION

##### We will provide cover for:

Interruption or interference to your Business when loss, destruction or damage occurs to any building or property used for the purpose of business caused by any peril insured by the contents section

of this policy.

#### LIMIT OF INDEMNITY

- The liability to the Insurer shall not exceed the loss of Gross Profit sustained through damage, or
- Additional expenditure incurred by the insured in order to maintain the business during the period of indemnity, or
- The Sum Insured stated in the schedule.

##### Certain extensions to this section are provided in circumstances such as:

- Denial of Access
- Public utilities, electricity or water
- Infectious Disease
- Damage arising at the premises of suppliers to a limit of £5,000
- Professional fees reasonably incurred

#### SECTION 3 LEGAL LIABILITIES EMPLOYERS LIABILITY

Injury to any employee arising out the course of their employment by the Insured or while engaged on behalf of the insured.

#### PUBLIC LIABILITY

- Accidental injury to any person or accidental loss or damage to material property.
- Products Liability
- Injury to any one person
- Loss or damage to material property.
- Loss of profits sustained due to injury or property damage

#### LIMIT OF INDEMNITY

- The limit for Employers Liability is £10,000,000
- For damages in respect of Public Liability the limit shall not exceed that stated in the schedule
- For damages payable in respect of Products liability the amount payable shall not exceed that stated in the schedule

##### We will not provide cover for:

Liability arising directly or indirectly in connection with any mechanically propelled vehicle, aircraft or watercraft, pressure vehicle or lifting apparatus.

Injury, loss or damage caused through the carrying on trade elsewhere, other than on the premises. Liability attached to the insured by contract. Loss or damage to any product whilst being repaired,

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rectified or replaced.

#### SECTION 4 MONEY

##### We will provide cover for:

Any Loss of money belonging or legally held by the insured. This cover will include money;

- In transit up to £2,000 or limit stated in schedule
- On the premises during or out of business hours up to £2,000 or limit stated in schedule
- Not held in a locked safe or strong room, limit £250
- Out of hours in the private dwelling of an employee, limit £250
- Crossed cheque, postal orders, drafts, credit card sales and vouchers, limit £250
- In locked amusement or vending machines, limit £250

##### We will not provide cover for:

- The first £50/£250 of any claim
- Loss arising from fraud or Dishonesty by employees
- Loss from an unattended vehicle
- Shortages due to errors or admissions
- Depreciation in value
- Holidays with pay stamps

#### PERSONAL INJURY

We will cover the insured and their employees for any personal injury sustained during robbery or attempted robbery while engaged in the business which results in death or disablement.

#### SECTION 5 GOODS IN TRANSIT

##### We will provide cover for:

- Loss, destruction or damage to the contents while in the course of transit by any vehicle owned or controlled by the insured. Liability of £1,000 any one loss

##### We will not provide cover for:

- The first £50 of each and every claim
- Damage to property resulting from delay or consequential loss
- Damage to property whilst left unattended overnight
- Damage to property whilst vehicle is being used for social domestic or pleasure purposes

Certain extensions to this section are provided

circumstances such as;

##### Exceptions to the liability can include:

- Damage to tarpaulins ropes and trolleys
- Cost and expenses in removal of debris
- Damage to personal effects of the Insured's Driver to a limit of £100

#### SECTION 6 FOOD SPOILAGE

##### We will provide cover for;

Loss or Damage to property contained in any refrigeration plant on the premises, caused by

- Breakdown or non-operation of any thermostat or automatic control device
- Escaping fumes
- Failure of electric supply
- The limit of liability is £500 in any one refrigeration plant or limit stated in the schedule

##### We will not provide cover for

- The first £50 of each and every claim
- Loss or damage from Fire, flood or theft
- Loss or damage by deliberate act or willful neglect
- Loss in respect of failure of electricity
- Loss or damage occurring through Industrial action

#### SECTION 7 BUSINESS MACHINERY & ELECTRONIC EQUIPMENT

##### We will provide cover for;

Accidental loss or damage to your business machinery and electronic equipment whilst on the premises up to a limit of £2,000 any one loss

##### This equipment could include:

- Pumps
- Tills
- Freezers
- Typewriters
- Videos, & Televisions
- Ancillary and similar equipment

##### We will not provide cover for;

- The first £100 of each and every loss.
- Loss arising from wear and tear or gradual deterioration or gradually operating causes or loss by breakage through the process of cleaning, repair or renovation, mechanical failure, valves and cathode ray tubes caused other than by accidental.

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- Any electrical equipment due to short-circuiting, abnormal current or self heating external and visible means.
- Gaming, vending machines and juke boxes

#### SUPPLEMENTARY COVER

##### SECTION 8 BUILDINGS

###### We will provide cover for;

Loss, destruction or damage to the buildings including landlords fixtures and fittings caused by;

- Fire, lightening, explosion, earthquake
- Aircraft and other aerial devices falling thereon
- Riot and Civil Commotion
- Malicious Damage
- Storm and Flood
- Bursting, Overflowing and leakage from water tanks or pipes
- Impact by road vehicles
- Theft
- Falling trees or Falling Rocks

#### LIMIT OF LIABILITY

The liability of the insurer in any one period shall not exceed the sum stated in the schedule.

###### We will not provide cover for:

- The first £250 of each and every claim
- Damage to fixed Glass, Mirrors and Sanitary fixtures
- Consequential Loss or damage of any description
- Damage caused by mechanical or electrical breakdown
- Frost damage other than bursting of water tanks, apparatus or pipes
- Damage to boundary walls fences and gates as a result of storm, flood, tempest

#### SECTION 9 INFIDELITY OF EMPLOYEES

We will cover against any loss of money or goods belonging to the insured, caused by any act of fraud or dishonesty committed by an employee.

The limit of the Liability shall not exceed the sum insured stated in the schedule.

###### We will not provide cover for;

- The first £250 of each claim.
- Any loss for which Proof is dependent upon an inventory computation, or profit and loss computation
- Normal audit fees and costs incurred by the

insured employees

- Any money belonging to or collected on behalf of a building society

#### SECTION 10 LOSS OF BOOK DEBTS

###### We will provide cover for;

Loss or damage to books of accounts at the premises caused by any perils under the contents section of this policy and consequently being unable to trace the outstanding debit balance.

###### The limit of liability shall not exceed;

- The difference of Outstanding Debt Balances and total amount received or traced
- Costs and expenses incurred
- The sum insured stated in the schedule

###### We will not provide cover for;

- The first £50 of each and every loss
- Mislaidd or misfiled books
- Loss resulting from Erasure or distortion of information on computer system or other records
- Loss arising from deliberate falsifications of records
- Fraud or dishonesty

#### GENERAL EXCLUSIONS

Your policy excludes some situations. Please refer to your policy booklet Sections 1 to 6 for full details, but most significant or unusual exclusions are outlined below.

- War & terrorism
- Radioactivity
- Sonic Bangs

#### DURATION

The policy will remain in force for 12 months from the date of commencement, or as otherwise shown on your policy schedule.

#### YOUR RIGHT TO CANCEL

You have a statutory right to cancel your policy within 14 days of the date of purchase of the contract or the day on which you receive your policy documentation. If you wish to cancel your policy you should contact your insurance advisor and return your certificate. For your cancellation rights outside the statutory "cooling off" period, please see the General Conditions section of your policy booklet.

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#### **COMPLAINTS PROCEDURE**

Our aim is at all times to provide a first class standard of service. However, there may be occasions when you feel that this objective has not been achieved. Should you have any query or complaint regarding this insurance please contact us at Argus Insurance Company (Europe) Limited, PO Box 45, Regal House, 3 Queensway, Gibraltar.

If you are dissatisfied with the response you receive you should write to the Department of Consumer Affairs, 10 Governor's Lane, Gibraltar.

#### **LAW APPLICABLE TO CONTRACT**

You and the insurer are free to choose the law to this contract but in the absence of agreement to the contrary, the law of the country in which you reside at the date of the contract (or, in the case of a business, the law of the country in which the registered office or principle place of business is situated) will apply. If you are not resident (or, in the case of a business, the registered office or principle place of business is not situated) in Gibraltar, the law which will apply is the law of Gibraltar.

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